

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 6/30/17

FROM (DEPARTMENT): Personnel Department

CONTACT PERSON: Sherry Cox PHONE: 213-473-9122

CONTRACT NO.: C-127980

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

☐ NEW CONTRACT
☒ AMENDMENT NO. _____
☐ ADDENDUM NO. _____
☐ SUPPLEMENTAL NO. _____
☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: Jackie Goldberg

TERM OF CONTRACT: 01/01/16 THROUGH: 12/31/18

TOTAL AMOUNT: \$80,000

PURPOSE OF CONTRACT:

To provide consulting services to assist in the development of policies and implementation plans for the Workforce Strategic Plan.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PROFESSIONAL SERVICES AGREEMENT

**FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
(CITY CONTRACT NO. 127980)**

**BETWEEN THE CITY OF LOS ANGELES
AND JACKIE GOLDBERG**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND
JACKIE GOLDBERG**

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department (hereinafter "City") and Jackie Goldberg, an individual (hereinafter "Contractor").

RECITALS

1. Whereas, on December 8, 2015, the City Council approved Memoranda of Understanding ("MOUs") with the Coalition of City Unions ("Coalition") (C.F. No. 15-1423). As part of the Coalition Agreement, Council approved a letter of agreement (LOA) that commits the City to a goal of hiring 5,000 civilian employees by the end of Fiscal Year 2017-18; and
2. Whereas, to facilitate this effort, the LOA creates a Strategic Workforce Development Task Force ("Task Force") focused on developing a Citywide plan for strengthening the delivery of City services and workforce planning. It further creates a Targeted Local Hire Working Group ("Working Group") consisting of union representatives, the City Administrative Officer ("CAO"), the Chief Legislative Analyst, the Personnel Department, the Economic and Workforce Development Department, representatives of relevant Council Committees and the Mayor's Office, and key operational City departments to develop a plan to provide job opportunities to the residents of the City of Los Angeles, specifically in under-served communities; and
3. Whereas, the Task Force and Working Group were to be established within 60 days of the adoption of the MOUs; and
4. Whereas, Executive Directive 15 (Garcetti Series) requires City departments to participate in the Targeted Local Hire Work Program to fill positions with trainees where operational needs permit. Departments must create and submit by September 30, 2016 an Equitable Workforce and Service Restoration Plan ("Workforce Strategic Plan"), addressing front-line services, succession planning, and technology needs, to bolster critical City services and address any gaps in service delivery; and
5. Whereas, given the limited time for the Task Force and Working Group to accomplish their goals, the City identified the need for consulting services of a temporary and occasional nature to assist in the City's exercise of its responsibilities relative to the development of policies and implementation plans for the Workforce Strategic Plan; and

6. Whereas, by reason of the nature of the services required by this Agreement, it is not economical or feasible for the City to have the work performed by its own employees; and the Contractor, by virtue of her unique experience as a former Los Angeles City Council Member, former President of the Los Angeles Unified School District School Board and a former State Assemblyperson is the most qualified to provide the specialized services needed by the City at this time, and as defined herein; and
7. Whereas, it is not practicable or in the City's best interest, in light of Ms. Goldberg's experience, to conduct a competitive process for these services; therefore competitive bidding under Charter Section 371 is not required; and
8. Whereas, the City has determined that the Contractor's services continue to be needed and the Contractor is willing and immediately available to provide the services described herein; and
9. Whereas, the City desires to retain the Contractor to provide an Agreement providing the required services as outlined herein.
10. Whereas, City and Contractor entered into an 18 month agreement, effective January 1, 2016 through June 30, 2017, wherein Contractor agreed to lead the development of the City's Workforce Strategic Plan.
11. Whereas, City and Contractor agree and wish to amend and restate the agreement for the purpose of extending the term of the Contract to December 31, 2017 and increasing Contractor's total possible compensation to an amount not to exceed \$80,000.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions set forth herein, the parties do agree as follows:

ARTICLE I. INTRODUCTION

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:
 - a. The representative of the City shall be, unless otherwise stated in the Agreement:

Vincent Cordero
City of Los Angeles Personnel Department
700 East Temple Street, First Floor
Los Angeles, CA 90012

- b. The representative of the Contractor shall be:

Jackie Goldberg
1544 Curran Street
Los Angeles, CA 90026-2036

2. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by electronic mail, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
3. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change or otherwise as soon as administratively feasible.

ARTICLE II.

TERM AND SERVICES TO BE PROVIDED

A. Time of Performance

The term of this Agreement will commence on January 1, 2016 and will end on December 31, 2017 and may be extended for up to an additional 12 months. In the event the parties wish to extend the agreement beyond three years, City Council approval may be required. The provisions of this section shall apply unless earlier terminated under Article V.A of this Agreement or PSC-10 of the **Standard Provisions for City Contracts (Rev. 3/09)**.

B. Purpose of the Agreement and Services to be Provided

The purpose of Contractor's work under this Agreement is to provide consulting services to the City, in relation to the program and policy development of the Workforce Strategic Plan required by Executive Directive 15.

C. Scope of Work

1. The Contractor shall provide the following services to the City, as needed:

a) Contractor shall:

- i. Lead the development of a Workforce Strategic Plan.
- ii. Lead activities that help City staff rethink rebuilding the City's workforce, provide information, support, and guidance for City departments and develop policy recommendations that provide guidance for City leadership in the areas of workforce priorities, succession planning and workforce training.

- iii. Be available to meet with various City staff or its representatives, as may reasonably be requested by the City.
- iv. Provide government relations counsel and support for the City's effort to secure the success of a Workforce Strategic Plan.

ARTICLE III.
GENERAL TERMS AND CONDITIONS

A. Deliverables, Payment Terms, and Invoicing

1. Deliverables, Compensation, and Method of Payment

- a. Contractor shall provide the deliverables described in this Agreement. Contractor must provide all deliverables to the City in both hard copy (final or camera-ready copy) and editable electronic format.
- b. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in the approved work plans.

2. The total compensation to be paid to the Contractor by the City hereunder for complete and satisfactory performance of the terms of this Agreement shall be in the amount of \$10,000 per quarter, not to exceed \$80,000, unless the term of this Agreement is extended pursuant to Article II. A. of this Agreement. This amount includes payment for all services performed, and any subcontractor charges or other fees, costs, and expenses, if any.

3. *Limitation of City's Obligation to Make Payments to Contractor.* Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in the Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

4. Invoicing

- a. Once each quarter the Contractor shall submit an original and one copy of an invoice to:

Vincent Cordero
City of Los Angeles Personnel Department
700 East Temple Street, First Floor
Los Angeles, CA 90012

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed policy requiring that specific supporting documentation be submitted with invoices.
- c. The Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:
 - i. Name and address of Contractor.
 - ii. Name and address of City department being billed.
 - iii. Date of invoice and period covered.
 - iv. Description of services provided for each quarter.
 - v. Contract number or authority (purchase order) number.
 - vi. 0000000Remittance Address (if different from company address).
- d. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. The Contractor shall submit invoices on a quarterly basis and shall be payable to Contractor no longer than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation of services provided is signed off as satisfactory by the City's Fiscal Officer.
- e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- f. Invoices shall be prepared in such form and supported by such copies of invoices and other documents of proof as may be reasonably required. All such invoices shall be subject to audit.
- g. The City's liability under this Agreement shall only be to the extent of the present appropriation to fund the Agreement. No action, statement or omission of any officer, agent or employee of the City shall impose any obligation upon the City, such officer, agent or employee, except to the extent City has appropriated funds and otherwise in accordance with the terms of this Agreement.
- h. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a),***

which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

ARTICLE IV. **STANDARD PROVISIONS**

A. Standard Provisions for City Contracts

Contractor agrees to comply with the **Standard Provisions for City Contracts (Rev. 3/09)**, attached hereto as Appendix A and made a part hereof, with the exceptions of PSC 27, 28, 29 and 34. In addition to the **Standard Provisions for City Contracts (Rev. 3/09)**, Contractor agrees to comply with the following:

1. Non-Discrimination

- a. Unless otherwise exempt, this Contract is subject to the applicable non-discrimination provisions in LAAC Sections 10.8 *et seq.*, as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor for work to be performed under this Contract with the City shall include a like provision.
- b. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

2. Equal Employment Practices

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such contract:

- A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment practices and the

Contractor and each subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of the Contract against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of this Contract. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. Such failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice

and an opportunity to be heard has been given to the Contractor.

- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of LAAC Section 10.40. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. By signing this Contract, the Contractor agrees to adhere to the Equal Employment Practices specified herein during the performance this Contract.
- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- K. Contractor shall include a similar provision in all subcontracts awarded for work to be performed under this Contract with the City, and shall impose the same obligations including, but not limited to,

filing and reporting obligations on the subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in LAAC Section 10.8.1.1. Contractor's failure to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of this Contract.

3. Affirmative Action Program

Every non-construction and construction Contract with or on behalf of the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Contract:

- A. During the performance of this Contract, the Contractor agrees and represents that Contractor and each subcontractor hereunder will adhere to this Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that

the Contractor has not discriminated in the performance of this Contract against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of this Contract and, upon request, to provide evidence that it has or will comply therewith.
- E. Contractor's failure to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of this Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. The breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of LAAC Section 10.40. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event that the Fair Employment and Housing Commission of the State of California, or the City's Board of Public Works, or any court of competent jurisdiction, finds that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or of this Affirmative Action Program, there may be deducted from the amount payable to the Contractor by the City under this Contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of this Contract.

- H. Notwithstanding any other provisions of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By signing this Contract, the Contractor agrees to adhere to the provisions of this Affirmative Action Program for the duration of this Contract. The Awarding Authority may also require Contractor and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.
 - 1. The Contractor agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
 - a) Recruit and make efforts to obtain employees through:
 - i. Advertising employment opportunities in minority and other community news media or other publications.
 - ii. Notifying minority, women and other community organizations of employment opportunities.
 - iii. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - iv. Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - v. Promoting after school and vacation employment opportunities for minority, women and other youth.
 - vi. Validating all job specifications, selection requirements, tests, etc.

- vii. Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - viii. Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
- g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
- h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in

complying with its obligations pursuant to this article. The Contractor shall state:

- i. What steps were taken, how and on what date.
 - ii. To whom those efforts were directed.
 - iii. The responses received, from whom and when.
 - iv. What other steps were taken or will be taken to comply and when.
 - v. Why the Contractor has been or will be unable to comply.
 2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of LAAC Section 10.13.
- K. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

L. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

M. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractor engaged in the performance of this Contract.

N. If Contractor is subject to the provisions of this article, then it shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

D. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Agreement is subject to the First Source Hiring Ordinance (FSHO), Section 10.44, et seq. of the Los Angeles Administrative Code, as it may be amended from time to time. Failure to fully comply with the requirements of the FSHO may result in termination of the Agreement.

E. Compliance with Los Angeles City Charter Section 470(c)

1. Unless otherwise exempt, Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

"Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract No. C- 127980. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.laciv.org/> or by calling (213) 978-1960."

2. Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

ARTICLE V. MISCELLANEOUS

A. Termination of Contract

Contractor may terminate this Agreement, or any part hereof, by giving the City 60 days' written notice prior to the effective date of such termination, which date shall be specified in the notice. City shall have the right to terminate this Agreement, or any part hereof, in accordance with PSC-10 of the **Standard Provisions for City Contracts (Rev. 3/09)**.

B. Confidentiality

1. All documents and information provided by the City to Contractor shall remain the property of the City. All documents, records and information provided by the City are confidential. Contractor agrees not to produce these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. Contractor agrees that all documents or other information used or reviewed in connection with Contractor's work for the City shall be used only for the purposes of carrying out City business and cannot be used for any other purpose.
2. Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. Contractor shall be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
4. Any reports, findings, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.
5. The provisions of this Section survive termination of this Agreement.

C. Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Agreement.

D. Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

E. Entire Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

F. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the **Standard Provisions for City Contracts (Rev. 3/09)**, Attachment A.

Signature page follows

THE CITY OF LOS ANGELES,
a Municipal Corporation

By: _____

WENDY G. MACY
General Manager
Personnel Department

Date: 6/28/17

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____

SAMUEL PETTY
Deputy City Attorney

Date: 6/29/17

JACKIE GOLDBERG,
an Individual

By: _____

JACKIE GOLDBERG

Date: _____

ATTESTED:

HOLLY L. WOLCOTT, City Clerk

By: _____

Deputy City Clerk

Date: _____



C-127980-1